



The School Board
of
Marion County, Florida
P.O. BOX 670
Ocala, Florida 34478



PURCHASE ORDER NO.

32322141

PURCHASE ORDER NUMBER MUST APPEAR ON ALL DOCUMENTS AND PACKAGES. FAILURE TO COMPLY MAY RESULT IN DELIVERY DATE BEING REFUSED. IF GOODS CANNOT BE DELIVERED AS REQUESTED, PLEASE NOTIFY US AT ONCE. FLORIDA SALES TAX EXEMPTION NO. 85-801262222C-6.

PURCHASE ORDER

PLEASE BILL IN DUPLICATE TO:
MARION COUNTY SCHOOL BOARD
P.O. BOX 670
OCALA, FLORIDA 34478

MIXON & ASSOCIATES
TO: 119 E. PARK AVENUE
TALLAHASSEE, FL 32301

SUPERINTENDENT OFFICE
SCHOOL BOARD OF MARION COUNTY
512 SE THIRD STREET
OCALA, FL 34478
T (352) 671-7700 FAX (352) 671-7581
O

DATE OF ORDER	DELIVERY DATE	BID NO.	EXP. DATE	REQUISITIONED BY
3/24/09	3/31/09			BUNDRICK/YANCEY

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1			BLANKET PURCHASE ORDER (NON-CONSUMABLE) FOR LEGISLATIVE CONSULTING FEES FROM MARCH 01, 2009 - JUNE 30, 2009 AT \$1,416.66 PER MONTH AS PER ATTACHED AGREEMENT PLEASE NOTE: THE MARION COUNTY SCHOOL SYSTEM WILL BE CLOSED FOR SPRING BREAK AND NO DELIVERIES WILL BE ACCEPTED FROM MARCH 30TH, 2009 THRU APRIL 3, 2009 WE WILL RE-OPEN APRIL 6, 2009 ACCOUNT 100.7200.00000.9011.310.00000.000		5,666.64
				AMOUNT	5,666.64
				CONTROL NO.	475916
				THIS IS NOT A PURCHASE ORDER NO.	
				AN EQUAL OPPORTUNITY SCHOOL DISTRICT	
				PURCHASING	
				PAGE NO.	1
				PURCHASE ORDER NUMBER	32322141

From Loc: SUPERINTENDENT OFFICE
JEFFREY T. LEMSTROM
PURCHASING AGENT
y
IR 001 4-07
31000000 Approv: KEMBALLT

AGREEMENT FOR CONSULTANT SERVICES THE SCHOOL DISTRICT OF MARION COUNTY

This Agreement is made and entered into this 1st day of March, 2009 by and between the School Board of Marion County ("the Board"), and Mixon and Associates, Inc. (hereinafter referred to as "Consultant"), a Florida corporation.

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains Consultant and the Consultant hereby agrees to represent the Board as set forth herein.
2. Term. The term of this Agreement shall begin on the 1st day of March, 2009 and expire on February 28, 2010.
3. Scope of Services. The scope of services to be rendered by Consultant shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.
4. Compensation. Compensation to Consultant shall be made by the Board as follows:
 - a) Fees. The amount due in fees from the Board to Consultant for the term of this agreement is twenty thousand (\$20,000.00) dollars per year. This shall be reduced for the 2009-10 FY by 15% reflecting holdbacks and reduced funding by the Legislature. Such fee will be billed by Consultant on a monthly basis at \$1,416.66 per month.
 - b) Out of Pocket Expenses. Out of pocket expenses shall be paid in by the Consultant.
5. Payroll Taxes. By signing this contract, the CONSULTANT acknowledges that the CONSULTANT is an independent contractor that the CONSULTANT will be paid as an independent contractor with no withholding by the BOARD for Federal income tax, Social Security or any other payroll or employment related taxes, fees or insurance of whatever nature. Any Federal income tax, Social Security or any other payroll or other employment related taxes, fees, or insurance of whatsoever nature will be the sole responsibility of the CONSULTANT.
6. Work Standards. The BOARD is interested only in the results achieved by the CONSULTANT, and the CONSULTANT will be in control of the means by which the results are achieved. CONSULTANT will adhere to professional standards and perform

all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of reports and program evaluations. CONSULTANT will strive for maximum accuracy in the results obtained.

7. Relationship Between the Parties. The parties to this contract agree that CONSULTANT is not an agent nor an employee of the BOARD, and neither it nor its employees are entitled to the benefits provided by the BOARD to its employees, including, but not limited to, compensation, insurance and unemployment compensation insurance.

8. Assignability. This contract may not be assigned by either party.

9. Default. The following events constitute default by CONSULTANT under the terms of this Agreement:

(a) Failure to provide services specified in this contract.

10. Termination. The BOARD will have the right to terminate this contract in the event that the CONSULTANT defaults under the terms of this Agreement and fails to cure the default within fifteen (15) days of written notice by the BOARD to CONSULTANT of default. In the event the BOARD terminates the CONSULTANT as a result of CONSULTANT'S default under the terms of this Agreement, the CONSULTANT will deliver all work that it has produced pursuant to the terms of this contract to the BOARD within five business days of its termination. The BOARD will compensate the CONSULTANT for the value of the work performed.

11. Indemnification. The CONSULTANT agrees to indemnify and hold the BOARD harmless from any claim or liability arising solely from the work provided by the CONSULTANT.

12. Entire Understanding. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

13. Amendments. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by both parties.

14. Enforcement. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.

15. Notices. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger

or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

M. Juhan Mixon
Mixon and Associates, Inc.
119 East Park Avenue
Tallahassee, FL 32301
Fax Number: (850) 425-5268

James M. Yancey, Jr., Superintendent
School Board of Marion County
P.O. Box 670
Ocala, FL 34478-0670
Fax Number: (352) 671-7581

Or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery,
- (b) On the date faxed if by fax, and
- (c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

16. Governing Laws. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

17. Attorney's Fees. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

18. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Survival of Covenant. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.

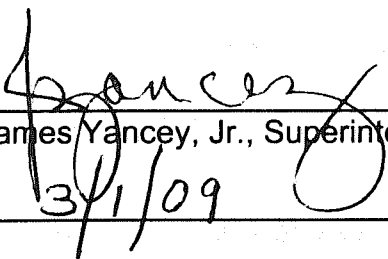
20. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

21. Severability Clause. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

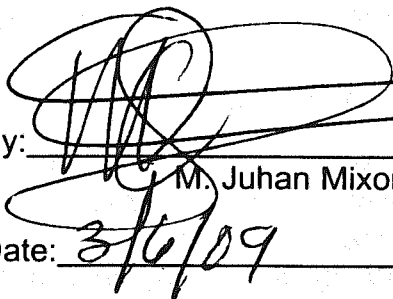
22. Waiver. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

THE SCHOOL BOARD OF MARION
COUNTY, FLORIDA

By: 
James Yancey, Jr., Superintendent
Date: 3/1/09

MIXON AND ASSOCIATES, INC.

By: 
M. Juhan Mixon, President
Date: 3/6/09